

NATIONWIDE MORTGAGE LICENSING SYSTEM (NMLS)

S.A.F.E. MORTGAGE LOAN ORIGINATOR TEST

CANDIDATE TEST SECURITY AND CONFIDENTIALITY AGREEMENT

IMPORTANT NOTE TO CANDIDATES

This Candidate Test Security and Confidentiality Agreement, also known as the Candidate Agreement, contains important terms and conditions governing your access to the S.A.F.E. Mortgage Loan Originator Test (“SAFE MLO Test”). This agreement constitutes a **binding contract** between you and the State Regulatory Registry, LLC (“SRR”), which owns and operates NMLS. **Please read it carefully.**

SRR takes the security and integrity of the SAFE MLO Test very seriously. As described in more detail in this Agreement, SAFE MLO Test questions and content are highly confidential and are not to be shared, discussed, or reproduced in any way. **Any test taker who is suspected of engaging in conduct that jeopardizes the security and validity of the SAFE MLO Test may have his or her score invalidated, may be denied future access to the test, and may face civil or criminal liability.** It is therefore very important that you read and understand the terms of this Test Security and Confidentiality Agreement.

1. **The SAFE MLO Test is a confidential, copyrighted test, and you cannot share or discuss it.**

The SAFE MLO Test is a confidential test. The questions and answer choices appearing on the test are not made available to the public. The SAFE MLO Test, including the test questions and answer choices, are copyrighted and are protected by U.S. and international copyright and trade secrets laws. The confidentiality and security of the SAFE MLO Test are an important part of ensuring the integrity of the test and the validity of test results, as well as the reliability of the licensure process. It is particularly important that test questions and answer choices be kept confidential.

Thus, you agree that you will not discuss or share with anyone any information about the questions and answer choices appearing on the SAFE MLO Test after you take the test. You will not share information about the test orally, in writing, on the Internet, or through any other means. You will not reconstruct any part of the exam from memory—whether orally or in writing—for any purpose, including the purpose of sharing that information with any other person or entity. You also agree not to copy or reproduce any portion of the test, or transmit any portion of the test contents to anyone. **In short, you cannot share information about what you saw on the SAFE MLO Test, or discuss test content, with anyone.** This prohibition applies prior to taking the test, during the test, or after you have taken the test.

2. **Soliciting or studying from confidential SAFE MLO Test content prior to taking the test is prohibited.**

Just as you are not permitted to share information about SAFE MLO Test content with anyone, you also cannot read, study from, or otherwise use confidential information about the SAFE MLO Test during your own test preparation. You also agree not to ask any other individual to disclose exam content to you or to seek out test content from any other source.

3. **You must also comply with the Test Taker's Rules of Conduct (ROC).**

On the day that you take the SAFE MLO Test, you must agree to the following Rules of Conduct:

ASSISTANCE

1. I am attesting that I am the person I represent to be for this session
2. I must not take or attempt to take any personal items including, but not limited to, notes, formulas, study materials, or electronic devices into the testing room. I will place all personal belongings in the locker provided by the testing vendor prior to entering the testing room.
3. I must not receive or attempt to receive any form of assistance during the test or restroom breaks.
4. I must not give or attempt to give any form of assistance during the test or restroom breaks.
5. I must not use or attempt to use a telephone, cellular phone, pager, hand held computer or other device, electronic or otherwise, during the test or restroom breaks. I may use a calculator if provided to me by the test center.

BREAK POLICY / PERSONAL BELONGINGS

6. I must not access my locker or access my personal belongings during my break. I must only go to the restroom when on a break. I must not deviate during my travels to and from the restroom for any reason. I must not leave the building. Personal belongings include, but are not limited to: car keys, food, beverages, cigarettes, outerwear, notes, study materials, cellular phones or any electronic devices.

TEST CONFIDENTIALITY

7. I must not remove or attempt to remove any written, printed, or recorded materials from the test center other than the score report provided by the center staff. The test materials remain the property of NMLS and/or developing organization(s), and I shall

maintain the confidentiality of the materials, including the questions and my answers to them.

8. I will not share the content of the test with anyone including but not limited to colleagues, course instructors, or anyone other than persons authorized by NMLS.

BEHAVIOR / CONDUCT

9. I must not engage in any conduct that is disruptive or threatening to a test center staff member or another candidate. I must not engage in any conduct that creates a disturbance or interferes with the administration of the test or with the administration of other candidates' tests.
10. I must not engage in any conduct that would be contrary to good character or reputation, or engage in any behavior that would cause the public to believe that I would not operate in the mortgage loan business lawfully, honestly or fairly.
11. I must not engage in any conduct that is dishonest or fraudulent, or would adversely impact the integrity of the test or the test procedure.

POSSIBLE CONSEQUENCES OF ROC VIOLATIONS

I understand that testing representatives or others will report any alleged violations to the NMLS and that NMLS may report alleged violations to the state(s) in which I am seeking licensure, or any other states.

I further understand that the results of any investigation into my alleged violations may be reported to the state(s) in which I am seeking licensure, or any other states. At its discretion, NMLS may publicize the determination and the sanction of any investigation on the NMLS Resource Center or through other reasonable means of communication.

Reports of alleged violations or results of investigations into alleged violations may subject me to disciplinary action by the state(s), including denial or revocation of my license(s).

4. The penalties for breaching this Agreement are serious.

Any violation of this Test Security and Confidentiality Agreement could subject you to significant consequences. Potential consequences include, but are not limited to, the following:

- Dismissal from the test site or denial of access to the test;
- Opening of an investigation into the alleged violation;
- Reporting of the alleged violation, and/or the factual findings of any investigation of the violation, to the State(s) in which you are seeking licensure, your employer or potential employer, or other legitimately interested parties;
- Notation of the violation in the Nationwide Mortgage Licensing System;

- Invalidation or cancellation of your test score, before or after the score is reported, without a refund;
- A civil lawsuit;
- Criminal charges;
- Suspension of access to the test or a permanent ban from testing; or
- Other disciplinary action by SRR and/or the jurisdiction to which you are applying for licensure.

If you are alleged to have violated this Test Security and Confidentiality Agreement, the matter will be investigated in accordance with the Administrative Action Procedures for SAFE Testing Requirements (the “Administrative Action Procedures”). These Administrative Action Procedures may be amended or revised from time to time, and any investigation of your conduct will be governed by the Administrative Action Procedures in place at the time [that you sat for the SAFE MLO Test].

SRR does not issue or revoke state licenses, but reports of alleged violations or results of investigations into alleged violations may subject you to disciplinary action by the state(s) in which you are licensed or intend to seek licensure, including denial or revocation of your license(s).

5. SRR has the right to cancel your test score.

SRR reserves the right to invalidate or cancel any test score without refund if, in its sole discretion, it determines there is a good faith basis to question the validity of that score for any reason. As explained above, invalidation or cancellation of your test score is one possible consequence of a violation of this Test Security and Confidentiality Agreement. Additionally, the validity of a score may be questioned as a result of forensic data or other analyses showing testing anomalies. Testing anomalies may include, for example: unusual answer patterns, unusual timing of responses to questions, unusual score increases from one test sitting to another, or inconsistent performance on different parts of the test.

You may or may not receive advance notice of a score cancellation or invalidation decision. You understand and acknowledge that SRR is the final authority that determines whether you have the privilege of sitting for the SAFE MLO Test and whether the score you receive is released or transferred to any licensing jurisdiction.

6. You must cooperate in any future investigation related to test security.

You may be called upon in the future to answer questions, provide information or documents, or otherwise participate in an investigation of a test security matter related to the SAFE MLO Test. Failure to fully cooperate with an investigation may be considered a breach of your obligations under this Agreement and may constitute ground for score invalidation, denial of access to the test, or other sanctions.

7. Privacy, Audio and Video Recording, and Biometric Data

SRR requires you to submit certain personal information to take the SAFE MLO Test. That information consists of:

1. Name and personal contact details (address, telephone number, country-specific identification number, email address);
2. Login and password information;
3. Date of birth;
4. Gender;
5. Assessment details related to the SAFE MLO test such as your candidate ID number, the examinations you have taken, testing locations, test results, and any disciplinary actions;
6. Photographs;
7. Signature;
8. Video and audio recordings; and
9. Information in documents that you may submit to confirm your identity.

SRR may collect certain information that is considered sensitive in some jurisdictions such as race, ethnicity, biometric data, and health information.

SRR may collect some of this personal information directly from you, and it may receive some of it from its service provider, which is bound by contract to use the personal information it collects for the purpose of administering the SAFE MLO Test. SRR will not disclose or sell the personal information it collects in connection with the SAFE MLO Test to any third party unless SRR obtains your consent or the disclosure is required by law.

SRR will use your personal information solely to administer the SAFE MLO Test and keep a record of your results, which is necessary to provide you with access to NMLS if you pass.

Audio and Video Recording: If you take a remotely proctored version of the SAFE MLO Test, SRR will record audio, video, and screen captures from your computer, which may include video and audio of the place in your home, office, or other location in which you take the SAFE MLO Test. Applicable law may require all parties to give consent to the recording of a private conversation before any recording can occur.

By clicking “I Accept,” you acknowledge that you have received, read, and understand this notice, and consent to SRR and its service provider recording video, audio, and screen captures of your activities during the examination, which may include images and audio of your home.

Biometric Data: Certain laws regulate the collection, storage, use, and retention of biometric data, which may consist of “biometric identifiers” or “biometric information,” including retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, and information derived from that data that is used to identify an individual. SRR, through its service provider, collects biometric data when you take a remotely proctored SAFE MLO Test to ensure the security, confidentiality, and integrity of the SAFE MLO Test and your test results, and for no other purpose. SRR will not disclose, sell, lease, or trade your biometric data without your consent, unless required by federal or state law, warrant, court order, or subpoena.

SRR has adopted a written policy establishing a retention schedule for the biometric data it collects. If you do not pass the SAFE MLO Test, SRR will retain biometric data for up to 5 years after your last test date. If you pass the SAFE MLO Test, SRR will retain biometric data for the duration that you maintain a license to use NMLS and for up to 5 years after your license expires. At the end of the retention period, SRR will destroy the biometric data.

8. You must report improper test-related conduct if you become aware of it.

If you become aware of any improper conduct related to the SAFE MLO Test by any person, you have an obligation to report it to SRR. This includes, for example, but is not limited to, the sharing of information regarding test questions or answers after the test, improper conduct at the test site, test taking by proxy, or any other conduct in violation of this Agreement or any other rules or policies related to the SAFE MLO Test. You may report such conduct anonymously, but you are encouraged to keep records or a physical copy of the communication in which your report is made. Failure to report your knowledge of improper conduct may be considered a breach of your obligations under this Agreement, and may constitute grounds for score invalidation, denial of access to the test, or other sanctions.

You can report your knowledge of improper test conduct to NMLStest@csbs.org.

9. You must agree to comply with these terms before you can test.

Before SRR can allow you to register for and access the SAFE MLO Test, you must acknowledge and agree to the terms and conditions explained to you in this Candidate Test Security and Confidentiality Agreement.

By clicking “I Accept”, you verify that you have read and understand, and that you agree to, the terms of this Candidate Test Security and Confidentiality Agreement. You are also agreeing that you understand the consequence of failing to honor the terms of this agreement. If you do not agree to these terms by choosing “I Do Not Accept” you will not be allowed to take the SAFE MLO Test.

In addition to agreeing to the terms of this Candidate Test Security and Confidentiality Agreement today, on test day you will be given the Test Takers Rules of Conduct (ROC) and will be asked to accept the ROC before you can begin taking the test.